



## **Birmingham Zoo Can Ticket Promotion Terms and Conditions**

### **ELIGIBILITY**

The Birmingham Zoo Can Ticket Promotion (the “Promotion”) begins on Friday, May 5, 2017 and ends on Sunday, December 31, 2017 at 11:59:59PM Central Time (“Promotion Period”). Participation in the Promotion is only open to legal residents of Alabama, Florida, Georgia, Louisiana, Mississippi, and Tennessee who are 18 years of age or older (or the age of majority in their jurisdiction of residence; i.e., 19 for Alabama, 21 for Mississippi). Employees of Red Diamond, Inc. are not eligible to participate in the Promotion. By participating in the Promotion, you represent and warrant that you meet the eligibility requirements set forth in these Terms and Conditions.

### **REWARD**

Participants may participate in the Promotion by purchasing any specially-marked 34.5 oz. can of Red Diamond Classic Blend Coffee (“Qualifying Product”) during the Promotion Period. Qualifying Products will have a specially-marked label with the Birmingham Zoo logo, information about the Promotion and special Zoo related graphics. Participants who purchase a Qualifying Product during the Promotion Period in full compliance with these Terms and Conditions will receive one (1) Adult admission and one (1) Child (Ages 2-12) admission to the Birmingham Zoo and two (2) ride tickets for the Pirate Red Diamond Express Train Ride at the Birmingham Zoo (Approximate Retail Value: \$33.00) (“Reward”).

### **HOW TO PARTICIPATE**

To participate, purchase a Qualifying Product during the Promotion Period and redeem the unique code (“Reward Code”) printed on the reverse side of the Qualifying Product’s label by the end of the Promotion Period for the Reward.

### **REDEMPTION**

To redeem a Reward Code, Participant must go to [www.tickets.birminghamzoo.com](http://www.tickets.birminghamzoo.com) and make an online ticket purchase and enter the Reward Code at checkout. A Reward Code may only be redeemed via an online ticket purchase. Reward Codes and/or labels will not be accepted at the Birmingham Zoo box office. Reward Codes are not valid for admission to the Birmingham Zoo during special events including Boo at the Zoo and Zoolight Safari. Reward Codes must be redeemed by the end of the Promotion Period to be eligible. The computer of Red Diamond’s designated representative shall function as the official clock for purposes of this Promotion.

*Red Diamond is not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards (including the Reward Code) or transmissions (whether sent by or to participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or*

*mobile web site) or any combination thereof.*

## **RELEASE**

Participant is responsible for any damage/loss due to use of a Reward. Red Diamond is not responsible for any malfunction or inconvenience that may occur. By participating in the Promotion, you agree to release, discharge, indemnify and hold harmless Red Diamond, Inc. and its respective parents, subsidiaries, affiliates, retailers, and advertising and promotion agencies and legal counsel, and all of its respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any and all liability, damages, claims or causes of action of any kind whatsoever (however named or described) for injuries, loss or damage to person(s), including death, and property, or rights of publicity or privacy, defamation, or portrayal in a false light which may arise with respect to participation in this Promotion; or for any printing error in these Terms and Conditions or any other Promotion materials; and/or the acceptance, possession, use/misuse of the Reward, and/or participation in any Promotion related activity.

## **GENERAL TERMS**

Promotion is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations; and, in such case, Promotion participation will be voided and Red Diamond shall not have any liability to participant under any legal theory. All applicable federal, state and local laws and regulations apply. Red Diamond is not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or undeliverable mail, or other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Promotion or in any Promotion-related materials. Should Red Diamond determine that the Promotion cannot be conducted as originally planned due to any reason beyond their control (e.g., unauthorized human intervention, natural disaster, fraud, riot, strike), Red Diamond reserves the right to cancel or modify this Promotion and Red Diamond's liability shall be limited to honoring/processing the validated Promotion requests received prior to and/or after (as appropriate) the action taken by Red Diamond; and, in such case, notice will be posted at <https://reddiamond.com>. Persons found tampering with or abusing any aspect of this Promotion, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Red Diamond will not be eligible. Red Diamond is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion. By participating in this Promotion, participant agree to be bound by these Terms and Conditions and the decisions of Red Diamond and its agents, whose decisions regarding all aspects of the Promotion shall be final and binding in all respects. Red Diamond's failure to enforce any provision of these Terms and Conditions in a given circumstance shall not constitute the waiver of such provision. In all cases, any instructions provided to participants are included as part of these Terms and Conditions and incorporated herein by reference.

Reward Codes and Rewards may not be transferred, resold or repurposed. All Reward Codes and Rewards are subject to verification. A Reward Code will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) has been previously entered or used; or (iv) is incorrectly or incompletely entered or submitted by a participant. A Reward will be void and no redemption will be permitted if it (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Birmingham Zoo; (iv) contains printing or other errors; (v) is illegible or unreadable; or (vi) has been previously used. Rewards are subject to terms and conditions of use of issuer, as

indicated thereon and/or provided therewith.

Participant agrees to accept the Reward “ as is” and hereby acknowledges that Red Diamond has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Reward, including express warranties (if any). Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or the Reward, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Alabama; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and (3) each participant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The Promotion itself and the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Alabama.

#### **PRIVACY POLICY**

Any personally identifiable information collected from participants during participation in the Promotion will be collected by Red Diamond, and used by Red Diamond and their respective affiliated companies and agents for administration and fulfillment of this Promotion as described in these Terms and Conditions, and in accordance with Red Diamond’s Privacy Policy as stated at <https://cdn.shopify.com/s/files/1/0956/1780/files/privacy-statement.pdf>.

#### **SPONSOR**

Red Diamond, Inc., 400 Park Avenue, Moody, Alabama, 35004.